

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

STARGEM RESTAURANT CORP., d/b/a
FRESCO, on behalf of themselves and all others
similarly situated,

Plaintiff,

v.

LIBERTY MUTUAL INSURANCE,

Defendant.

ORDER

20 Civ. 3672 (ER)

RAMOS, D.J.

On May 12, 2020, Stargem Restaurant Corp. brought this action against Liberty Mutual Insurance (“Liberty Mutual”) for claims regarding insurance coverage for costs related to the coronavirus pandemic. Doc. 1. On June 4, 2020, the Court stayed this case pending decision by the Judicial Panel of Multidistrict Litigation (“JPML”) on the parties’ motions to transfer and consolidate this case with other coronavirus-related insurance cases. Doc. 10. On September 2, 2020, Liberty Mutual informed the Court that the JPML had denied both motions and requested an extension of its deadline to respond to the complaint, which was granted. Doc. 13. On September 21, 2020, Liberty Mutual informed the Court that Plaintiff was insured by Ohio Security Insurance Company (“OSIC”), not Liberty Mutual. Doc. 15. Liberty Mutual further informed the Court that the parties had agreed for Plaintiff to amend the complaint to add OSIC as a party and to voluntarily dismiss its claims against Liberty Mutual. *Id.* The parties further agreed that OSIC would accept service on the date that the amended complaint was filed and file its responsive pleading within 21 days. *Id.* On September 22, 2020, the Court granted Plaintiff leave to amend. *Id.*

Accordingly, the Court respectfully directs the Clerk to lift the stay in this case. The Court further directs Plaintiff to file its amended complaint by **February 15, 2021**. Plaintiff is reminded that failure to comply with Court orders may result in sanctions, including dismissal for failure to prosecute under Rule 41(b).

It is SO ORDERED.

Dated: January 25, 2021
New York, New York



Edgardo Ramos, U.S.D.J.